

said adhesive to laminate said first removable section with said second removable section". Issue is taken in this respect.

Popat describes the label sheet 20 illustrated in Figs. 1 and 4 as including a label layer 46 mounted on a backing layer 48 by way of a pressure sensitive adhesive coating 49. (See column 3, lines 36 to 39). In addition, a label set 34 is die cut out of the label layer 46 and, as seen in Fig. 4, the die cuts pass through the label layer 46 but not the backing layer 48. (See column 4, lines 1 to 4). Since the individual labels 34 are die cut from the remainder of the label layer 46 but are adhered by the pressure sensitive adhesive 49 to the backing sheet 48, should one endeavor to remove the backing layer 48 from the label layer 46, the backing sheet 48 would carry the labels 34 therewith. That is to say, not only would the backing layer 48 be removed from the label layer 46, but also the individual labels 34 would be carried along by the backing layer 48 since there is nothing holding the individual labels 34 to the remainder of the label layer 46.

Thus, Popat does not describe or teach that the backing sheet 48 is removable from the label layer 46.

Further, Popat does not describe or teach a blank that is capable of "making at least one laminated novelty product". First, removing the individual labels 34 does not leave a structure that can be laminated. Second, removing the backing sheet 48 with the labels 34 thereon from the remainder of the label layer 46 does not permit the backing sheet 48 and labels 34 thereon to be folded over into a laminated product.

Also, Popat does not describe or teach a blank having two areas on opposite sides of a line of weakening "for folding over onto each other" with "a layer of adhesive on each of said sections for laminating said sections to each other". As noted above, in

Popat, removing the backing layer 48 from a label layer 46 results in the individual labels 34 being carried with the backing layer 48.

Further, Popat does not describe or teach "a removable liner disposed over said adhesive on each of said sections for removable therefrom to permit folding of said first section and said section over each other to allow said adhesive to laminate said first removable section with said second removable section". Clearly, there is no teaching in Popat that the backing layer 48 is to be removed from the individual labels 34 to permit folding of one set of labels 34 onto another set of labels 34 to laminate the label sets together.

In view of the above, a rejection of claim 4 as being anticipated by Popat is not warranted pursuant to the provisions of 35 USC 102.

Reference is made to the Remarks set forth in the Amendment of June 25, 2007 at pages 13 to 15. For these additional reasons, the Examiner has not established that the blank of Popat is capable of the requirements of claim 4. In fact, as noted above, Popat is not capable of the requirements of claim 4. For these additional reasons, a rejection of claim 4 as being anticipated by Popat is not warranted pursuant to the provisions of 35 USC 102.

Claim 25 depends from claim 4 and is believed to be allowable for similar reasons.

Claim 6 contains recitations similar to claim 4 and is believed to be allowable for similar reasons.

Claim 7 depends from claim 6 and is believed to be allowable for reasons as set forth in page 17 of the Amendment filed June 25, 2007.

Claim 8 contains recitations similar to claim 4 and is believed to be allowable for similar reasons.

Claims 9 and 10 depend from claim 8 and are believed to be allowable for similar reasons.

Claim 22 contains recitations similar to claim 4 and is believed to be allowable for similar reasons.

Claims 23 and 25 depend from claim 22 and are believed to be allowable for similar reasons.

Claim 32 is directed to a blank for making a novelty product. Popat is void of any such teaching.

Further, claim 32 requires a blank to comprise "a sheet of paper having a first line of weakening to divide such sheet in half to define at least two areas within said sheet; a first of said area. . . having a removable first section. . .; a second of said areas. . . having a removable second section therein spaced from said first section for folding over and onto said first area. . .". As noted above, Popat does not describe or teach that the label sets 34 of opposite sections of the label sheet 20 are to be folded over each other.

Still further, claim 32 requires "a layer of adhesive on at least one of said first and said second sections for laminating said first and said sections to each other". Again, as noted above, Popat does not describe or teach that the adhesive coating 49 is for laminating opposite label sets 34 together. Also, as noted above, Popat is not capable of having the adhesive coating 49 laminate opposite label sets 34 together.

Accordingly, for similar reasons as expressed above, a rejection of claim 32 as being anticipated by Popat is not warranted pursuant to the provisions of 35 USC 102.

Claim 33 depends from claim 32 and further requires that each removable section of the "second and fourth areas" have removable "sub-sections therein to provide windows in said removable sections of said second and fourth areas for exposure of said adhesive on said first and third areas therethrough". Popat is void of any teaching or description of any removable sub-sections within the labels 34. Accordingly, a rejection of claim 33 as being anticipated by Popat is not warranted pursuant to the provisions of 35 USC 102.

Reconsideration of the rejection of claims 26 to 29 as being anticipated by Fernandez-Kirchberger is requested.

Fig. 4D of Fernandez-Kirchberger illustrates an embodiment in which a print carrier 2.4 and a protective element 3.4 are completely stamped out of a supporting sheet 1.4 with the print carrier and the protective element being held by way adhesive strips 6.4 on the supporting sheet 1.4 (see column 4, lines 30 to 34). In addition, the printable coating is provided with a thin siliconized strip 9.4 and on top of that a double-sided adhesive strip 8.4 and on top of that a cover element 5.4. (See column 4, lines 23 to 29).

Claim 26 is directed to a blank that comprises "a sheet of paper having at least two areas "within said sheet" wherein a first areas has "a removable first section therein" while a second area has "a removable second section therein. . . ". It is understood that the Examiner considers Fig. 4B of Fernandez-Kirchberger as illustrating one layer of the supporting sheet as having spaced apart removable print carriers 2.4

and a second layer of the supporting sheet as having spaced apart protective elements 3.4. It is further understood that the Examiner considers either layer to constitute "a sheet of paper" as claimed. However, claim 26 requires "an adhesive only on one of said sections for laminating said sections to each other. . . and without laminating the remainder of said first area to said second area. . . ". Fig. 4B of Fernandez-Kirchberger shows the siliconized strip 9.4 and the double-sided adhesive strip 8.4 as extending beyond the print carrier 2.4. Accordingly, upon folding over of the structure illustrated in Fig. 4B of Fernandez-Kirchberger, the "remainder of said first area" would be laminated to the second area contrary to the requirements of claim 26.

In view of the above, a rejection of claim 26 as being anticipated by Fernandez-Kirchberger is not warranted pursuant to the provisions of 35 USC 102.

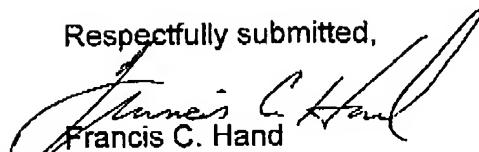
Claims 27 and 28 depend from claim 26 and are believed to be allowable for similar reason.

Claim 29 contains recitations similar to claim 26 but requires "an adhesive only on each of said sections for laminating said sections to each other. . . without laminating the remainder of said first area to said section area". As noted above with respect to claim 26, Fig. 4B of Fernandez-Kirchberger shows the siliconized strip 9.4 and the double-sided adhesive strip 8.4 as extending beyond the print carrier 2.4. Further, as can be seen in Fig. 4B of Fernandez-Kirchberger, the siliconized strip 9.4 and double-sided adhesive strip 8.4 are only on one side of the illustrated structure not both as required by claim 29.

In view of the above, a rejection of claim 29 as being anticipated by Fernandez-Kirchberger is not warranted pursuant to the provisions of 35 USC 102.

The application is believed to be in condition for allowance and such is respectfully requested.

Respectfully submitted,



Francis C. Hand  
Reg. No. 22,280

Phone: 973-994-1700  
Fax: 973-994-1744

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